

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)**

| | | |
|---------------------------------------|---|---|
| In re: Leta Carleen Bennafield |) | |
| |) | |
| Debtors |) | Bankruptcy No. 10-14774 Chapter 13 |

| | |
|----------------------------------|---|
| JP MORGAN CHASE BANK, NA. |) |
| |) |
| Movant |) |
| |) |
| v. |) |
| |) |
| LETA CARLEEN BENNAFIELD |) |
| THOMAS P. GORMAN, Trustee |) |
| Respondents |) |

NOTICE OF MOTION FOR RELIEF FROM STAY

JP Morgan Chase Bank, N.A. has filed papers with the court to obtain relief sought in its motion.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant relief in the motion and lift the automatic stay, or if you want the court to consider your views on the motion, then on or before 14 days from date of mailing of this notice, or no later than July 13, 2010, you or your attorney must:

[x] File with the court, at the address shown below, a written response pursuant to Local Bankruptcy Rule 9013-1(H). If you mail your response to the court for filing, you must mail it early enough so the court will receive it on or before the date stated above.

Clerk of Court
United States Bankruptcy Court
Alexandria Division
200 S. Washington St.
Alexandria, VA 22314-5405

You must also mail a copy to:

Matthew D. Huebschman, Esq.
SHENANDOAH LEGAL GROUP, P.C.
Post Office Box 75
Roanoke, Virginia 24010-0075

Thomas P. Gorman, Trustee
300 N. Washington Street, Suite 400
Alexandria, VA 22314

Tommy Andrews, Jr., Esq.
122 North Alfred Street
Alexandria, VA 22314

Attend the hearing on the motion (or objection) scheduled to be held on July 21, 2010 @ 9:30 a.m., Courtroom I at the United States Bankruptcy Court, 200 S. Washington St., Alexandria, VA 22314-5405.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting the relief.

Date: June 28, 2010



Matthew D. Huebschman, Esq. (VSB# 44181)
Of Counsel to JP Morgan Chase Bank, N.A.
SHENANDOAH LEGAL GROUP, P.C.
Post Office Box 75
Roanoke, Virginia 24010-0075
(540) 344-4490

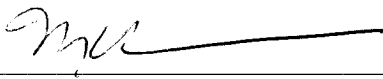
CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing was mailed by first class, postage prepaid, this 28 day of June, 2010 to the following:

Thomas P. Gorman, Trustee
300 N. Washington Street, Suite 400
Alexandria, VA 22314

Tommy Andrews, Jr., Esq.
122 North Alfred Street
Alexandria, VA 22314

Leta C. Bennafield
15060 Doral Place
Haymarket VA 20169



Attorney for Movant

**UNITED STATES BANKRUPTCY COURT
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| v. |) |
| |) |
| LETA CARLEEN BENNAFIELD |) |
| THOMAS P. GORMAN, Trustee |) |
| Respondents |) |

MOTION FOR RELIEF FROM AUTOMATIC STAY

COMES NOW JP Morgan Chase Bank, N.A., (hereinafter referred to as "Movant"), and moves the Court for relief from the automatic stay pursuant to U.S.C. §362 (d) on following described personal property, to-wit:

2009 Nissan Altima VIN: 1N4AL24E39C171016

1. Movant is the owner, and holder of a lease agreement on the above described property.
2. This is a motion pursuant to 11 U.S.C. Sec. 362 (d) and Fed. R. Bankr. P. 4001 seeking relief from the automatic stay in bankruptcy.
3. The Debtor, Leta Carleen Bennafield, has defaulted in the payments due under the terms of the purchase money security agreement or has otherwise defaulted under the terms of the purchase money security agreement forming the basis for the PMSI in this case.
4. There is due and owing to Movant on the above described property the sum of \$28,486.40, together with interest at 7.69% from June 28, 2010, costs of \$150.00 and attorney's

Proponent of Motion
Matthew D. Huebschman, Esq., VSB 44181
Of Counsel to Movant
P.O. Box 75
Roanoke, VA 24002-0075

fees of \$250.00, along with such expenses of retaking and refurbishing as are necessary to sell the personal property under Article 9 of the Uniform Commercial Code.

5. Debtor remains in title and appears to have a vested interest in the property.

6. Debtor is unable or unwilling to provide adequate protection to Movant and the automatic stay is resulting in a decrease in the value of Movant's interest in the subject property. There are arrears in the amount of \$569.71.

7. Debtors statement of intention lists that debtor is surrendering the property.

8. Cause exists for the Court to waive the ten (10) day stay of Fed. R. Bankr. P. 4001(a)(3).

9. There is no equity remaining in the property for the Debtor or the bankruptcy estate and the Debtor and the Trustee should abandon the property to the Movant as such property is not necessary to an effective reorganization.

NOTICE

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

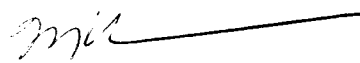
If you do not wish the Court to grant the relief sought in this motion, or if you want the court to consider your views on the motion, then within fourteen (14) days from the date of service of this motion, you must file a written response explaining your position with the Court and serve a copy on the movant, JP Morgan Chase Bank, N.A., c/o Shenandoah Legal Group, P.C. Unless a written response is filed and served within this fourteen day period, the Court may deem opposition waived, treat the motion as conceded, and issue an order granting the requested relief without further notice of hearing.

If you mail your response to the Court for filing, you must mail it early enough so the Court will received it on or before the expiration of the fifteen day period.

You will be notified separately by the Clerk of the hearing date on the motion.

WHEREFORE, JP Morgan Chase Bank, N.A. moves the Court for relief from the automatic stay pursuant to 11 U.S.C. §362 to permit Movant to seek relief under state law remedies of the sale of the property and application of the proceeds to the indebtedness, and for such other and further relief as may be necessary and just.

Respectfully submitted,
JP Morgan Chase Bank, N.A.

By: 

Of Counsel

Jeffrey A. Fleischhauer, Esq. (VSB# 29620)
Matthew D. Huebschman, Esq. (VSB# 44181)
Of Counsel to Plaintiff
SHENANDOAH LEGAL GROUP, P.C.
P.O. Box 75
Roanoke, VA 24002
(540) 344-4490

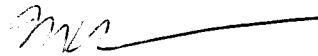
CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing was mailed by first class, postage prepaid, this 28 day of June, 2010 to the following:

Thomas P. Gorman, Trustee
300 N. Washington Street, Suite 400
Alexandria, VA 22314

Tommy Andrews, Jr., Esq.
122 North Alfred Street
Alexandria, VA 22314

Leta C. Bennafield
15060 Doral Place
Haymarket VA 20169



Attorney for Movant

Page Number _____ Contract Number _____

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor - Dealer (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

[illegible]

Late Charge. If payment is not received in full within 7 days after it is due, you will pay a late charge of 3 % of the part of the payment that is late.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty. See your retailer. You can get additional interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required payment in full before the scheduled date and security interest.

Credit Limit N/A
Current Delinquency N/A
Malaysian Company Name N/A
Home Office Address N/A

Credit: The lender or your creditably reviewed and not required to obtain credit from outside. You have the right to obtain a credit review from any credit reporting agency. You may be subject to review by any credit reporting agency for any reason. You may be subject to review by any credit reporting agency for any reason. You may be subject to review by any credit reporting agency for any reason.

OPTION: ☐ Yes pay no finance charge if the Amount Financed, here \$, is paid in full on or before 1/1 1988. Your SELLER'S INITIALS

OPTIONAL GAP CONTRACT. A gap contract (with cancellation provision) is not required to obtain credit and will not be provided unless you wish to agree to pay the extra charges, if you choose to pay a gap contract. Payment is subject to Item 40 of the Association of Account Program. See the gap contract for details on the terms and conditions it provides. This is part of the contract.

Name 72 YOUNG JENNA Member of Gap Contract

I agree to pay a gap to my rent.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

you and the assignee entering into this contract (or any change to this contract) must be in writing and we warrant that sign it and (x) no oral changes are binding. Bayer Signs X Co-Bayer Signs X

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Seller assigns for interest in this conveyance to JPMORGAN CHASE BANK, N.A. (Assignor) under the terms of Seller's agreement(s) with Assignee.

☒ Assigned with property ☐ Assigned without recourse ☐ Assigned with limited recourse

AW FORM NO. 10-78 REV. 1-78 (SEE INSTRUCTIONS)
THIS IS THE PROPERTY OF THE U.S. GOVERNMENT
IT IS TO BE USED FOR OFFICIAL BUSINESS ONLY
IT IS TO BE RETURNED TO THE U.S. GOVERNMENT
WHEN NO LONGER NEEDED FOR OFFICIAL BUSINESS

ORIGINAL LEND/LOAN

ORIGINAL LINHOLEN

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CHASE BANK

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OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

a. How we will figure the Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.

b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.

c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

e. Your right to refinance a balloon payment. A balloon payment is any payment other than a down payment that is more than 10% greater than the regular or recurring installment payments. If you use the vehicle primarily for personal purposes, you have the right to refinance a balloon payment over an extended period with additional payments. The additional payments will not be more than 10% greater than the regularly scheduled installment payments.

2. YOUR OBLIGATIONS TO US

a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

b. Using the vehicle you agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer; if we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. Security interest. You give us a security interest in:
- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for this vehicle;

- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds or reimbursements or charges from the contracts.

d. This security interest covers all you owe on this contract. It also covers your other agreements in this contract. You will make sure the title shows our security interest in the vehicle.

e. Insurance you must have on the vehicle.

f. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle; if you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy other type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits.

g. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

h. What happens to returned insurance, maintenance, service, or other contract charges. If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. You may owe late charges. You will pay a late charge on each late payment, as shown on the front. Accidents of late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may send the steps described below.

b. You may have to pay all you owe at once. If you break your promise (default), we may demand that you pay all you owe on this contract at once. Default means:

- You pay any payment (plus any late charges) more than 10 days late or not at all;
- You give us false, incomplete, or misleading information on a credit application;

- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows.

d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. How you can get the vehicle back. If we take it, if we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

g. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are: expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

h. What we may do about optional insurance, maintenance, service or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle, if the vehicle is a total loss because it is confiscated, damaged, or stolen. We may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTY SELLER DISCLOSURE

a. Unless the Seller makes a written warranty or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranty, express or implied, on the vehicle, and there will be no implied warranties of merchantability or fitness for a particular purpose. Any implied warranties arising from a written warranty or service contract are limited to the duration of such written warranty or service contract.

b. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window sticker for this vehicle is part of this contract.

a. Information on the window form overrides any contrary provisions in the contract of sale.

b. Spanish translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de este vehículo forma parte del presente contrato.

6. Applicable Law

a. Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

7. VSI and Optional Insurance

a. Choice of insurer. If vendor's single interest insurance is required (as indicated on the front), or if you desire optional insurance, such as credit life insurance or credit disability insurance, you have the right to use alternative coverage or to buy insurance elsewhere from the agent or insurer of your choice. You may also buy required physical damage insurance from the agent or insurer of your choice. Your choice of agent or insurer will not affect our decision to extend credit or your credit terms.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Form No. 200-01 Rev. 088

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CHASE BANK

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Account View

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Title

VIN/HIN: 1N4AL24E39C171016 State: VA Title Number: 80906548

Year: 2009 Make/Builder: NISS Model:

Owner(s): LETA C BENNAFIELD

Closed Date:

Lienholder: CHASE MANHATTAN BANK N.A.

Closed Reason:

Match Type: AUTOMATIC

Document Location:

Match Date: 4/7/2009

Issuance Date: 4/2/2009

Imported Date: 4/3/2009



Vehicle Pricing & Information
NADAguides.com

2009 Nissan Altima
Sedan 4D S

☒ [Close Window](#)

NADAguides.com Price Report

6/23/2010

| | Rough Trade-In | Average Trade-In | Clean Trade-In | Clean Retail |
|--------------------|---------------------------|-----------------------------|---------------------------|-------------------------|
| Base Price | \$13,075 | \$14,375 | \$15,425 | \$18,500 |
| Options: | | | | |
| TOTAL PRICE | \$13,075 | \$14,375 | \$15,425 | \$18,500 |

Standard Equipment

Engine Specifications

Type: Gas I4
Size: 2.5L/- TBD -
Horsepower: 175 @ 5600 RPM
Torque: 180 @ 3900 RPM
Max Towing Capacity: 1000

Drive Train

Drive Train: Front Wheel Drive
Transmission: 1 speed Continuously variable

Safety

Air Bag-Driver-Front
Air Bag-Passenger Switch (On/Off)
Air Bag-Passenger-Front
Air Bag-Side-Body-Front
Air Bag-Side-Head-Front
Air Bag-Side-Head-Rear
Brakes-ABS-4 Wheel
Brakes-Type-4 Wheel DISC
Engine Immobilizer/Vehicle Anti-Theft System
Headlights-Auto-Off
Headlights-Auto-On
Locks-Child Safety Rear Door
Parking Aid
Trunk-Emergency Release

Comfort & Convenience

Air Cond-Auto Climate Control
Air Cond-Dual Zone Front
Air Cond-Front

Cruise Control
Keyless Entry
Locks-Pwr
Mirrors-Electrochromic Rearview
Mirrors-Pwr Driver
Mirrors-Pwr Passenger
Mirrors-Vanity-Driver
Mirrors-Vanity-Driver Illuminated
Mirrors-Vanity-Passenger
Mirrors-Vanity-Passenger Illuminated
Navigation System
Reading Lamps-Front
Reading Lamps-Rear
Rear Seat Heat Ducts
Seat Trim-Cloth
Seat Trim-Leather
Seat-Heated Driver
Seat-Heated Passenger
Seat-Lumbar-Driver
Seat-Pwr-Driver
Seat-Rear Pass-Through
Seats-Front Bucket
Steering Wheel-Adjustable
Steering Wheel-Audio Controls
Steering Wheel-Leather Wrapped
Steering-Pwr
Trip Computer
Trunk-Release-Remote
Universal Garage Door Opener
Windows-Pwr

Music & Entertainment

Audio-AM/FM Stereo
Audio-CD Changer
Audio-CD Player
Audio-MP3 Player
Audio-Satellite Radio
Audio-Upgrade Sound System

Interior

Auxiliary Pwr Outlet
Floor Mats-Front
Floor Mats-Rear

Exterior

Defogger-Rear Window
Fog Lamps-Front
Roof-Generic-Sun/Moon
Roof-Sun-Pwr Tilt/Sliding

Roof-Sun-Wind Deflector
Spoiler-Rear
Wipers-Intermittent
Wipers-Variable Speed Intermittent

Tires

Front Tire Size: P215/60R16
Rear Tire Size: P215/60R16

Wheels

Front Wheel Material: Steel
Rear Wheel Material: Steel

[Back to top](#)

Rough Trade-In

The Rough Trade-In values on nadaguides.com are meant to reflect a vehicle in rough condition. A vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition; Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust, or obvious signs of previous repairs; Interior reflects above average wear, with inoperable equipment, damaged or missing trim, and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery; May have a branded title and un-true mileage; Vehicle will need substantial reconditioning and repair to be made ready for resale; Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In

The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In

The Clean Trade-In values on nadaguides.com are meant to reflect a vehicle in clean condition. A vehicle with no mechanical defects and passes all necessary inspections with ease; Paint, body and wheels have minor surface scratching with a high gloss finish and shine; Interior reflects minimal soiling and wear, with all equipment in complete working order; Vehicle has a clean title history; Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail

The Clean Retail values on nadaguides.com are meant to reflect a vehicle in clean condition. A vehicle with no mechanical defects and passes all necessary inspections with ease; Paint, body and wheels have minor surface scratching with a high gloss finish and shine; Interior reflects minimal soiling and wear, with all equipment in complete working order; Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

The consumer values on nadaguides.com are based on the Consumer edition of the NADA Official Used Car Guide ®, and should not be utilized for industry purposes. The consumer values may vary from the NADA Official Used Car Guide values presented to you by insurance companies, banks, credit unions, government agencies and car dealers due to vehicle condition, regional market differences and frequency of updates.

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